

Exhibit D



A member of the P&G Group

PROPOSAL TO APPLE BANK FOR SAVINGS TO PERFORM A
BSA/AML TRANSACTION LOOK BACK REVIEW

GRC SOLUTIONS

November 24, 2015

Connie L. Moyer, Esq., CAMS
First Vice President, BSA Officer
Apple Bank for Savings
122 E. 42nd Street
New York, NY 10168

Dear Ms. Moyer,

We are pleased to have this opportunity to provide a proposal to perform a BSA/AML Transaction Look Back Review for Apple Bank for Savings.

We want to assure you that GRC Solutions is an excellent fit for this project due to our extensive experience in conducting transaction Look back reviews for community banks. Our experience enables us to efficiently perform a comprehensive review based on our expert knowledge in identifying suspicious activities, specifically with respect to BSA/AML compliance requirements.

Upon review of our proposal, feel welcome to call and discuss the engagement. We can be reached at 855-860-4777.

Best regards,

Theodore Kawoczka
Managing Director

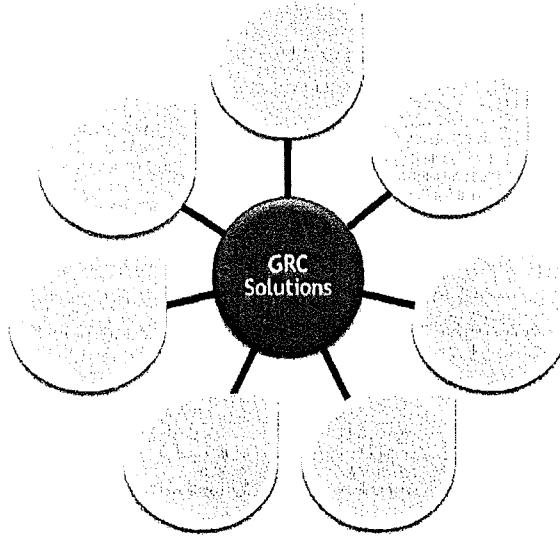


About GRC Solutions, LLC

Since 1997, GRC Solutions (formerly McIsaac & Associates) has been a trusted resource to financial institutions by providing consultative services to assess the efficiency of technology used by banks to monitor Customer Identification Program, Bank Secrecy Act, Anti-Money Laundering, Office of Foreign Assets Control program, and other risk-based regulations.

In recent years financial institutions have been steadily licensing and installing advanced technologies to help mitigate risk, fight crime, and meet regulatory requirements. When properly deployed, the detection, monitoring, and alerting application plays an important role in the ongoing fight against money laundering which supports criminal activities – including drug trafficking and terrorist financing.

GRC Solutions employs Certified Anti-Money Laundering Specialists (CAMS), Operations, and other subject matter experts across a broad spectrum of BSA/AML/OFAC activities, as represented in the graphic below.



We've developed a solid reputation for delivering operational insights and real value to our clients whose regulators include the FDIC, OCC, FRB, and various states. Most recently we have been fielding calls from credit unions in response to NCUA direction. Our solutions continue to evolve to meet the individualized needs of our clients and span the complete set of BSA/AML/OFAC technology models.

GRC Solutions has strategically aligned with P&G Associates in order to enhance deliverables and value to clients. Through this relationship, GRC Solutions is able to offer greater insight and more effective service offerings by having access to over 100 banking specialists and in-depth technological support. As a member of the P&G Group of Companies, GRC Solutions is an independent member of the BDO Alliance USA. GRC is able to provide our clients with the resources offered by the 5th largest accounting firm in the United States, while still offering the local level of personalized communication to support the growth and strategic direction of our clients.



Statement of Work

This proposal outlines a statement of work (SOW) summarizing the scope of services available and to be provided by GRC Solutions (the "Firm") to Apple Bank for Savings (the "Bank") based on discussions with the Bank. The proposal is presented in summary form with an outline of the approach and deliverables, for which our Firm would manage its resources, define the tasks for executing the independent Transaction Look Back, and deliver written documentation on the analysis, conclusions and recommendations to support management in completing its defined objectives.

The start date for this engagement will be mutually agreed upon by the parties, and is dependent upon a final decision and approval by the Bank. We understand that this project is time-sensitive and we assure the Bank that we will allocate the required resources necessary to meet the stipulated deliverables.

Statement of Need

The Bank has requested a qualified, third-party firm to conduct a review of accounts and transaction activity for the time period beginning October 1, 2014 through May 31, 2015 ("review period"), across all banking transaction activity including, but not limited to deposit, savings, loan, wire and remittance, and digital channels services including ACH (the "Look Back Review"). The Bank uses BAM+ which had identified between 400-600 alerts per month during the review period. Of the identified alerts, 200-400/month remain outstanding and require third-party review for appropriate resolution. The Bank has indicated such range to be 1,600 – 3,200 overall alerts.

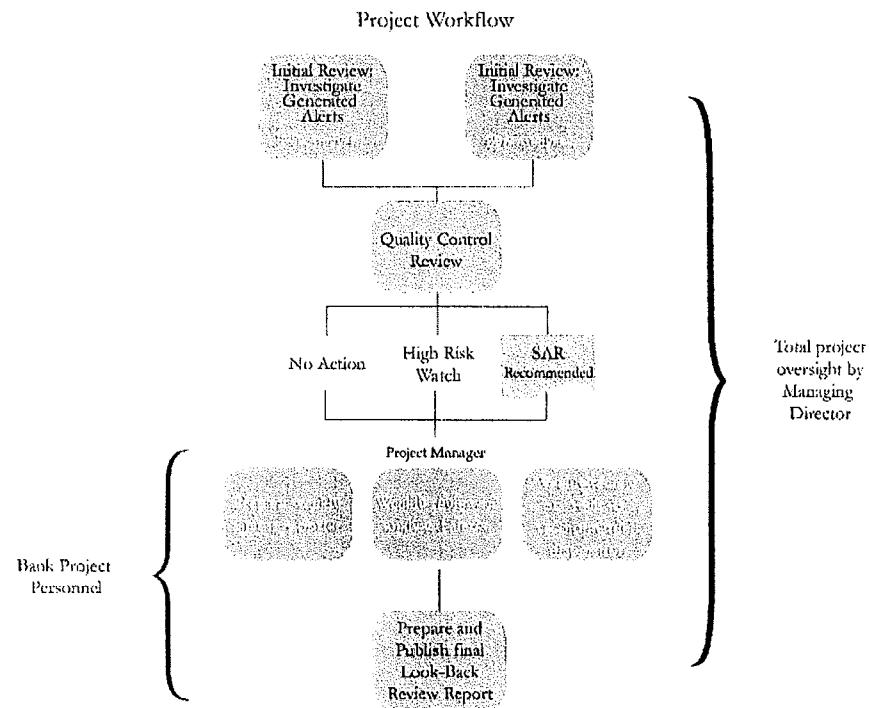
The objective of the Look Back Review is to determine whether suspicious activities involving users and/or transactions at, by, or through the Bank, were properly identified and reported in accordance with applicable suspicious activity reporting ("SAR") regulations. The Look Back Review will include a written report ("Look Back Review Report") detailing the review findings (if any), conclusions, and/or recommendation(s) for any further Bank actions, including filing SARs.

Initiative Scope

The scope is dependent upon the volume of alerts previously identified by the Bank in the period noted above. We will perform a review of each outstanding Alert with the intent of final determination whether the behavior is not high risk or suspicious (No Action), high risk and subject to high risk monitoring (High Risk Watch), or is recommended to the Bank as a SAR reportable incident (SAR Recommended). The deliverables include a written report ("Look Back Review Report") detailing the investigation conclusions and recommendation(s) for any further Bank actions.



The following diagram represents a general outline of the activities to be executed:



Project Role	Rate/Hour	Positions Needed	Role Description
BSA Analyst	\$190	2	<i>Initial review</i> – Investigate Bank-generated alerts to provide recommended action (No Action; High Risk Watch; SAR Required). Activities include research and review customer data, transaction pattern, and historical reference material.
Quality Control	\$190	1	Review BSA Analysts' decision and supporting documentation ("Initial Review").
Project Manager	\$200	1	The Project Manager develops weekly status reports, monitor the workflow, and ensure that the project is moving within an acceptable timeframe. Any issues with respect to completion of the project will be identified and discussed in weekly status update meetings with the Bank. Perform a review of the Transaction Review Report to ensure the analysis information and documentation is appropriately provided and supported.
Managing Director	\$250	1	Managing Director will monitor the overall quality and progress. Additionally, he will act as the liaison for the communication to the Bank's Board of Directors.



Additional Activity Assumptions

- The Firm has proprietary material which may be used to support the analytics and analysis. Reports from these tools may be used in support of the reporting produced.
- Bank staff is necessary at times to be available to support data gathering and to review interim discoveries for clarification or interpretation as prepared by the Firm during the project process.

Timeline

The estimated timeline for completing this engagement is **120 business days** as prescribed in the Bank's Consent Agreement.

Fees and Expenses

Based on our experience in this type of initiative, as well as our current understanding of the Bank's structure, operations, and requirements, we have estimated that the hours required for the BSA/AML Transaction Look Back Review will be as follows:

Number of Alerts	Duration for Field Work	Estimated BSA Analyst Hours	Quality Control Review	Estimated Project Manager Hours	Estimated Managing Director Hours	Fees
1600	4.5 weeks	320 (75 hrs/week)	72 (16 hrs/week)	36 (8 hrs/week)	9 (2 hrs/week)	\$103,930
3200	9 weeks	640 (75 hrs/week)	144 (16 hrs/week)	72 (8 hrs/week)	18 (2 hrs/week)	\$187,860
Report Writing (includes revisions)				100 hours @ \$200/hr		\$20,000
				Total Professional Fees:		\$123,930 - \$207,860

The duration and actual hours needed to complete this project may vary based on how long it takes to gather the information, requirements by Management for planning, and turnaround on reviews provided by Bank Management in working toward the deliverable of this engagement.

The scope of the initiative is provided with the understanding that the actual work may vary from the proposal and that if the scope significantly changes or if (for an hourly billable proposal) the projected hours is to exceed the estimate by more than 10%, then GRC Solutions shall provide

Customer with a written Proposal Change Request (PCR) defining the scope change and shall not proceed on an agreed upon change in scope or additional hours until provided approval of such by the Bank in writing.

The estimate for the stated objectives may vary for unforeseen issues or unknown facts not available at the time of this proposal. The project fee is proposed to achieve the objectives contained herein and the Firm shall provide a written report in support to the deliverables.

Upon your acceptance of this engagement, we will bill you 20% of the total estimated cost and the remaining portion will be billed weekly based upon progress of completion. In addition to our basic fee, we will bill you for out-of-pocket expenses for local travel costs. We will also bill you for an additional allocated administrative overhead factor of 8% on total gross fees. We also request that the Bank designate one individual to function as the liaison for coordinating our services to the Bank.



Protection of Client Customer Information

Pursuant to the Interagency Privacy of Consumer Financial Information Regulations and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, all data and information relating to our client's customers provided to GRC Compliance Solutions, LLC ("GRC") including any nonpublic personal information ("client customer information"), is treated confidentially and safeguarded by GRC. GRC does not disclose or use any such client customer information except as necessary to carry out the services for which GRC has been engaged or as required by applicable law.

GRC safeguards any client customer information through appropriate measures designed to ensure the security and confidentiality of the information; protect against any anticipated threats or hazards to the security or integrity of the information; and protect against unauthorized access or use of the information that could result in substantial harm or inconvenience to a customer. GRC employees are held to the highest standards of maintaining the confidentiality of all information provided by our clients, including client customer information. GRC employees are instructed to not discuss information provided by our clients with any outside party, and to discuss such information with other GRC employees only on a bona fide, business-related, need-to-know basis. In addition, GRC employees are instructed to make every reasonable effort to ensure that all confidential client materials and records are kept under proper physical safeguards and are not seen by unauthorized persons. In addition, all GRC employees are subjected to a thorough background check prior to employment. Such a review, amongst other things, looks for potential credit and criminal issues that need to be addressed and evaluated as a condition for employment at GRC.

To maintain the required level of independence, the Bank agrees not to engage in a discussion or make a potential offer of employment to an existing or former employee of GRC without the specific consent of the Firm. Such a solicitation can have a severe impact on the Firm's operations and compromise the integrity of the work. Accordingly, such an act will be deemed as a material breach of this agreement by the Bank and the Bank, at a minimum, would be responsible for compensating GRC Solutions up to 150% of the employee's annual salary. Such provision would be applicable to any individual that is currently or formerly (within the last twelve months from any particular day within the engagement cycle) employed by GRC Solutions.

Any claim for consequential damages arising from errors or omissions and negligence on our part cannot exceed the total fees relating to the engagement as specified in this letter and is subject to the coverage and recovery under our liability insurance policy. We will act in good faith in processing any such claim. The Firm currently maintains a minimum of \$1,000,000 in errors and omissions aggregate liability coverage.

Any dispute that may arise regarding the meaning, performance or enforcement of this engagement will be submitted to mediation upon the written request of any party to this engagement. All mediation initiated as a result of this engagement shall be administered by and follows the rules as set forth by the American Arbitration Association ("AAA") unless otherwise mutually agreed upon by the parties. The result of this mediation shall be binding upon both parties. Costs of any mediation proceeding shall be shared equally by both parties.



Summary

We are committed to working closely with the Bank to provide the outstanding service and communication you need. We can be flexible in customizing our services to accommodate the exact needs of the Bank. All significant terms and conditions are specified in this proposal.

We are very enthusiastic about this engagement and are committed to rendering high quality and responsive service. If we can provide any more information or answer any questions we will be happy to do so. We look forward to serving your needs.

Very truly yours,

GRC Solutions

To: GRC Solutions
33 Wood Avenue South
Suite 600
Iselin, NJ 08830

This proposal sets forth the understanding of Apple Bank for Savings with respect to the performance the BSA/AML Transaction Look Back Review. The terms and conditions as stipulated herein are valid for a period of thirty days from the date of this proposal.

Connie L. Mayer
Authorized Signature
First VP - BSA Officer
Title
January 12, 2016
Date

Connie L. Mayer, c/o Apple Bank
Billing Contact (please print)
1228 42nd Street, 9th Fl, NY, NY 10168
Billing Email Address